

City Clerk File No. Ord. 16.013

Agenda No. 3.A 1st Reading

Agenda No. 4.A 2nd Reading & Final Passage

## **ORDINANCE OF JERSEY CITY, N.J.**



COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.013

TITLE:

**ORDINANCE AUTHORIZING THE EXECUTION OF A RIGHTS-OF-WAY USE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND NEW YORK SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS, TO PERMIT THE INSTALLATION OF ANTENNAS AND RELATED COMMUNICATIONS EQUIPMENT ON EXISTING UTILITY POLES AND IF NECESSARY TO INSTALL UTILITY POLES WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY FOR PURPOSES OF PROVIDING TELECOMMUNICATION SERVICES**

**WHEREAS**, New York SMSA Limited Partnership d/b/a Verizon Wireless, ("Verizon Wireless"), One Verizon Way, Mail Stop 4AW100 Basking Ridge, NJ 07920 is a telecommunications carrier authorized to provide services by the Federal Communications Commission ("FCC"); and

**WHEREAS**, Verizon Wireless has requested that the City of Jersey City ("City") grant it permission to construct, install, operate, and maintain antennas and related telecommunications equipment on existing utility poles located in the public rights-of-way and, if and where necessary, to install utility poles to accommodate such antennas and equipment within the public rights-of-way for the purpose of installing, operating, repairing, and maintaining a telecommunications system (Project); and

**WHEREAS**, Verizon Wireless agrees to execute this forty (40) year Use Agreement as set forth in Section 8 of this Use Agreement; and

**WHEREAS**, Verizon Wireless agrees to pay the City \$750.00 to cover administrative expenses incurred by the City for engineering and legal review of Verizon Wireless's Project as set forth in Section 7 of this Use Agreement; and

**WHEREAS**, Verizon Wireless agrees to pay the City's reasonable additional administrative expenses incurred by the City if the Project requires additional engineering and legal review as set forth in Section 7 of this Use Agreement; and

**WHEREAS**, N.J.S.A. 48:3-18 and N.J.S.A. 48:3-19 authorize the City to grant municipal consent for the joint use of poles lawfully erected in its rights-of-way; and

**WHEREAS**, it is deemed to be in the best interest of the City and its citizenry, including the commercial and industrial citizens, for the City to grant municipal consent to Verizon Wireless to occupy said public rights-of-way within the City for this purpose; and

**WHEREAS**, the granting of such consent is and shall be conditioned upon Verizon Wireless's continued compliance with all existing and future ordinances of the City and its entering into this Use Agreement with the City; and

**WHEREAS**, Verizon Wireless agrees to indemnify, defend and hold the City harmless as to all claims and liability resulting from any injury or damage which may arise from the construction, installation, operation, repair, maintenance, disconnect, replacement and removal

of its telecommunications facilities within certain public rights-of-way as set forth in Section 9 of this Use Agreement, and provide liability insurance coverage for personal injury and property damage as set forth in Section 11 of this Use Agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF  
THE CITY OF JERSEY CITY THAT:**

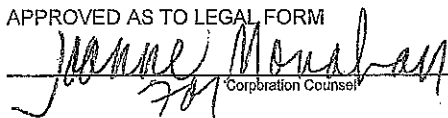
1. Non-exclusive consent is hereby granted to Verizon Wireless to use certain public rights-of-way within the City for the purpose of installation, operation, repair, and maintenance of a telecommunications system for a period of forty (40) years, subject to the mutual covenants and obligations as set forth in the Rights-of-Way Use Agreement attached hereto;
  2. The within granted permission is conditioned upon Verizon Wireless's executing the Rights-of-Way Use Agreement attached hereto and providing liability and property damage insurance; and
  3. The Mayor or Business Administrator is authorized to execute the attached Rights-of-Way Use Agreement.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: New matter is underlined.

For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

RR  
1-15-16

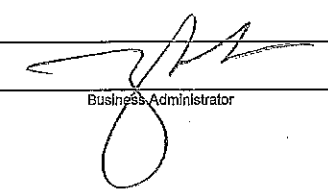
APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
Corporation Counsel

Certification Required ☐  
Not Required ☒

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

  
\_\_\_\_\_  
Business Administrator

## **RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

**ORDINANCE AUTHORIZING THE EXECUTION OF A RIGHTS-OF-WAY USE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND NEW YORK SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS, TO PERMIT THE INSTALLATION OF ANTENNAS AND RELATED COMMUNICATIONS EQUIPMENT ON EXISTING UTILITY POLES AND IF NECESSARY TO INSTALL UTILITY POLES WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY FOR PURPOSES OF PROVIDING TELECOMMUNICATION SERVICES**

### **Project Manager**

Department/Division	Law	Law
Name/Title	Raymond Reddington	Asst. Corporation Counsel
Phone/email	547-5063	RaymondR@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Contract Purpose**

Verizon Wireless is a telecommunications carrier authorized to provide services by the Federal Communications Commission. It has requested that the City grant it permission to construct and maintain antennas and related telecommunications equipment on existing utility poles located in the public rights-of-way and, if and where necessary, to install utility poles to accommodate such antennas and equipment within the public rights-of-way for the purpose of installing and maintaining a telecommunications system. Verizon Wireless agrees to execute a forty year Use Agreement and will pay the City \$750.00 to cover administrative expenses incurred by the City for engineering and legal review of Verizon Wireless's Project.

### **Cost (Identify all sources and amounts)**

Not applicable

### **Contract term (include all proposed renewals)**

Forty Years

### **Type of award**

Not Applicable

### **If "Other Exception", enter type**

### **Additional Information**

I certify that all the facts presented herein are accurate.



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL  
CORPORATION COUNSEL

MEMORANDUM

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TO: Rolando Lavarro, City Council President and City Council Members

FROM: Raymond Reddington, Supervisory Assistant Corporation Counsel *R.R.*

DATE: January 15, 2016

SUBJECT: Ordinance authorizing the execution of a Rights-of-Way Use Agreement between the City of Jersey City and New York SMSA Limited Partnership, d/b/a Verizon Wireless

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This ordinance authorizes the City of Jersey City (City) to execute a Rights-of-Way Use Agreement with New York SMSA Limited Partnership, d/b/a Verizon Wireless (Verizon Wireless). Verizon Wireless is a telecommunications carrier authorized to provide service by the Federal Communications Commission. It has requested the City's permission to construct and maintain antennas and related telecommunications equipment on existing utility poles located in the public rights-of-way and, if and where necessary, to install utility poles to accommodate such antennas and equipment within the public rights-of-way for the purpose of installing and maintaining a telecommunications system.

The City Council must vote on the ordinance in order to avoid being in violation of the Federal Telecommunications Act of 1966 (Act), 47 U.S.C.A. §151 et seq. 47 U.S.C.A. § 253(a) of the Act preempts state and local laws and regulations that expressly or effectively prohibit the ability of an entity to provide telecommunication services. The only exception to the preemption is 47 U.S.C.A. § 253(c). It preserves the authority of a municipality to manage its public streets. The types of activities that fall within the sphere of appropriate management of the public streets by a municipality include coordination of construction schedules, determination of insurance, bonding and indemnity requirements, establishment and enforcement of building codes, and keeping track of the various companies using the public streets to prevent interference with them. See, Illinois Bell Telephone Co. v. Village of Itasca, 503 F. Supp. 2d. 928, 239-941 (Dist. Il. 2007).

The Rights-of-Way Use Agreement contains the City's standard management provisions for the use of its public streets by a telecommunications company. Verizon agrees to comply with all of the City's management provisions.

## **RIGHTS OF WAY USE AGREEMENT**

THIS RIGHTS OF WAY USE AGREEMENT ("Use Agreement") is dated the \_\_\_\_ day of \_\_\_\_\_, 2016 (The "Effective Date"), and entered into by and between the City of Jersey City ("City"), a New Jersey Municipal Corporation, having its address at 280 Grove Street, Jersey City, New Jersey 07302, and Verizon Wireless New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless Verizon Wireless") a corporation formed under the laws of the State of New York, with offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NY 07920.

### **RECITALS**

**WHEREAS**, Verizon Wireless is a telecommunications carrier authorized to provide services by the Federal Communications Commission (FCC); and

**WHEREAS**, Verizon Wireless has requested that the City grant it permission to construct, install, operate, and maintain antennas and related telecommunications equipment on existing utility poles located in the public rights-of-way and, if and where necessary, to install utility poles to accommodate such antennas and equipment within the public rights-of-way for the purpose of installing, operating, repairing, and maintaining a telecommunications system ; and

**WHEREAS**, Verizon Wireless has requested that the City grant it permission to construct, install, operate, and maintain antennas and related telecommunications equipment in metal street light fixtures in the public rights-of-way and, if and where necessary, to replace existing metal street lights fixtures to accommodate such antennas and equipment within the public rights-of-way for the purposed of installing, operating, repairing, and maintaining a telecommunications system

**WHEREAS**, Verizon Wireless agrees to execute this forty (40) year Use Agreement as set forth in Section 8 of this Use Agreement; and

**WHEREAS**, Verizon Wireless agrees to pay the City \$750.00 to cover administrative expenses incurred by the City for engineering and legal review of Verizon Wireless's request as set forth in Section 7 of this Use Agreement; and

**WHEREAS**, Verizon Wireless agrees to pay the City's reasonable additional administrative expenses incurred by the City if the Project requires additional engineering and legal review as set forth in Section 7 of this Use Agreement; and

**WHEREAS**, N.J.S.A. 48:3-18 and N.J.S.A. 48:3-19 authorizes the City to grant municipal consent for the joint use of poles that have been lawfully erected in its rights-of-way; and

**WHEREAS**, it is deemed to be in the best interest of the City and its citizenry, including the commercial and industrial citizens, for the City to grant municipal consent to Verizon Wireless to occupy said public rights-of-way within the City for this purpose; and

**WHEREAS**, the granting of such consent is and shall be conditioned upon Verizon Wireless's continued compliance with all existing and future ordinances of the City and its entering into this Use Agreement with the City; and

**WHEREAS**, Verizon Wireless agrees to indemnify, defend and hold the City harmless as to all claims and liability resulting from any injury or damage which may arise from the construction, installation, operation, repair, maintenance, disconnect, replacement and removal of its telecommunications facilities within certain public rights-of-way as set forth in Section 9 of this Use Agreement, and provide liability insurance coverage for personal injury and property damage as set forth in Section 11 of this Use Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations hereinafter set forth, the City and Verizon Wireless hereby agree to and with each other as follows:

**Section 1: Definitions**

- a. "Verizon Wireless" is the grantee of rights under this Use Agreement and is known as New York SMSA Limited Partnership, d/b/a Verizon Wireless, its successors and assigns.
- b. "City" is the grantor of rights under this Use Agreement and is known as the City of Jersey City, County of Hudson, State of New Jersey.
- c. "Rights-of-Way" means the areas devoted to passing under, over on or through lands with public utility facilities.
- d. "Underground Conduit" means, in addition to its commonly accepted meaning, any wires or cable placed therein and any replacement thereof which are similar in constructions and use.
- e. "Utility Poles" means poles with associated anchors and supports, if any, owned by Verizon Wireless and poles owned by others upon which Verizon Wireless has the right to attach telecommunications facilities.
- f. "Light Fixtures" means any new, existing or replacement metal street light fixtures that have the purpose of providing public lighting, as well as housing antennas and associated wireless telecommunications equipment.

**Section 2: Grant of Consent.**

The City hereby grants Verizon Wireless its municipal consent for the non-exclusive use of the public rights-of-way within the City for the purpose of owning, constructing, installing, operating and maintaining telecommunications facilities, subject to the mutual covenants and obligations as set forth in this Use Agreement.

**Section 3: Public Purpose.**

It is deemed to be in the best interests of the City and its citizenry, for the City to grant consent to Verizon Wireless to occupy said public rights-of-way within the City for this purpose.

#### **Section 4: Project Description and Notice to and Approval of City**

Verizon Wireless will be installing antennas and related telecommunications equipment on existing utility poles, new utility poles to accommodate such antennas and telecommunications equipment, if and where necessary, as well as new, existing or replacement Light Fixtures. Any construction to be undertaken for the purposes described herein shall require prior notice by Verizon Wireless to the City. Verizon Wireless shall fully describe the construction to be undertaken in plans and specifications submitted to the City, and shall obtain approval from, coordinate and work with the appropriate Municipal Department(s) before scheduling and commencing any construction.

#### **Section 5: Scope of Use Agreement.**

Any and all rights expressly granted to Verizon Wireless under this Use Agreement, which shall be exercised at Verizon Wireless's sole cost and expense, shall be subject to the prior and continuing right of the City under applicable laws to use any and all parts of the municipal rights-of-way exclusively or concurrently with any other person or persons on a non-discriminatory basis, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such municipal rights-of-way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in Verizon Wireless a real property interest in land, including any fee, leasehold interest, easement or any other form of interest or ownership.

Subject to obtaining the permission of the owner(s) of Utility Poles and Underground Conduit, which shall be the sole responsibility of Verizon Wireless to undertake and obtain, and subject to notice and approval of the City as described in section 4 herein, the City hereby authorizes and permits Verizon Wireless to enter upon the municipal rights-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or Underground Conduit owned by public utility companies or to be constructed by Verizon Wireless located within the municipal rights-of-way, and as may be permitted by the public utility company or property owner, as the case may be.

#### **Section 6: Compliance with Ordinances**

Verizon Wireless shall comply with all existing ordinances of the City as may be amended from time to time and with all future ordinances as may be enacted.

#### **Section 7: Municipal Costs**

Verizon Wireless agrees to pay to the City \$750.00 to cover the reasonable costs incurred by the City for engineering and/or legal review, analysis and preparation of documents related to Verizon Wireless's request for municipal consent to its Project. If the Project requires additional engineering and/or legal review, Verizon Wireless agrees to pay the City's reasonable administrative expenses that the City incurs.



## Section 8: Duration of Consent and Termination of Agreement

The non-exclusive municipal consent granted herein shall expire forty (40) years from the Effective Date of this Use Agreement. Upon expiration of such consent, or at such earlier date that Verizon Wireless ceases to maintain its facilities, it shall remove the facilities at its cost and expense.

The City may terminate this Use Agreement, or require modification hereof, upon notice and opportunity of Verizon Wireless to be heard, where it is shown that the scope of use hereunder is compromising the health, safety and welfare of the citizenry.

## Section 9: Indemnification

Verizon Wireless, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the City, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Verizon Wireless's actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys' fees, court costs and any other expenses that may be incurred by the City in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Verizon Wireless's activities pursuant to the rights granted in this Use Agreement.

Other than in connection with the foregoing third-party claims indemnification, neither the City nor Verizon Wireless shall be liable to the other for consequential, incidental, exemplary or punitive damages on account of any activity pursuant to the consents granted hereby.

## Section 10: Notices

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To Verizon Wireless at: Verizon Wireless  
ATTN: Network Real Estate  
180 Washington Valley Parkway  
Bedminster, NJ 07921

To the:                      Municipal Engineer  
City of Jersey City  
13-15 East Linden Ave  
Jersey City, New Jersey 07305

With a copy to: Corporation Counsel  
Jersey City Law Department  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

**Section 11: Liability Insurance**

Verizon Wireless shall at all times maintain a comprehensive liability insurance policy with a single amount of at least One Million dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability policy (or "umbrella") policy in the amount of Five Million Dollars (\$5,000,000.00). Verizon Wireless shall also show evidence of Auto Liability coverage in the amount of One Million Dollars (\$1,000,000) combined single limit and Worker's Compensation coverage with New Jersey statutory limits and Employer Liability of \$500,000 / \$500,000 / \$500,000.

Prior to the commencement of any work pursuant to this Use Agreement, Verizon Wireless shall file Certificates of Insurance with the City with endorsements evidencing the coverage provided by said liability and excess liability policies.

The City shall notify Verizon Wireless within fifteen days (15) days after the presentation of any claim or demand to the City, either by suit or otherwise, made against the City on account of any of Verizon Wireless's or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.

**Section 12: Successors and Assigns.**

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**Section 13: Governing Law.**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

**Section 14: Incorporation of Prior Agreements.**

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

**Section 15: Modification of Agreement.**

This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

**Section 16: Invalidity.**

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

**Section 17: Counterparts.**

This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

**New York SMSA Limited Partnership d/b/a Verizon Wireless,**

**By Cellco Partnership, Its General Partner**

Witness

\_\_\_\_\_  
Lynn Ramsey

Vice President Field Network

**City of Jersey City**

Witness

\_\_\_\_\_  
Robert Kakoleski  
Acting Business Administrator

\_\_\_\_\_  
Robert Byrne  
Municipal Clerk

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.013  
TITLE: 3.A JAN 27 2016 4.A

**FEB 10 2016**

Ordinance authorizing the execution of a right-of-way use agreement between the City of Jersey City and New York SMSA Limited Partnership, D/B/A Verizon Wireless, to permit the installation of antennas and related communications equipment on existing utility poles and if necessary to install utility poles within certain public rights of way for purposes of providing telecommunication services.

RECORD OF COUNCIL VOTE ON INTRODUCTION <b>JAN 27 2016 9-0</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <b>FEB 10 2016 9-0</b>											
Councilperson <u>RAMCHAL</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE <b>FEB 10 2016 9-0</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JAN 27 2016  
Adopted on second and final reading after hearing on FEB 10 2016

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **FEB 10 2016**

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date **FEB 10 2016**

APPROVED:

Steven M. Eusepi, Mayor

Date **FEB 11 2016**

Date to Mayor **FEB 11 2016**

City Clerk File No. Ord. 16.014

Agenda No. 3.B 1st Reading

Agenda No. 4.B 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.014

**TITLE:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE JOURNAL SQUARE 2060 REDEVELOPMENT PLAN CREATING A NEW ZONE 12 AND BONUS INCENTIVES FOR OFFICE SPACE**

**WHEREAS**, the Municipal Council of the City of Jersey City, adopted the Journal Square 2060 Redevelopment Plan at its meeting of July 14, 2010, Ordinance #10-103; and

**WHEREAS**, the Municipal Council seeks to promote the continuing redevelopment of the area by amending the standards and regulations within the redevelopment plan; and

**WHEREAS**, the Municipal Council seeks to maintain Journal Square as a center for business and employment and seeks to encourage office space development; and

**WHEREAS**, a copy of the amended text is attached hereto and made a part hereof, and is available for public inspection at the Offices of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ; and

**WHEREAS**, the following amendments to the Journal Square 2060 Redevelopment Plan have been reviewed by the Jersey City Planning Board at its meeting of January 12, 2016; and

**WHEREAS**, the Planning Board voted to recommend adoption of these amendments by the Municipal Council; and

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the recommended amendments to the Journal Square 2060 Redevelopment Plan be, and hereby are, adopted.

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is hereby directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Robert D. Cotter, PP, FAICP, Director of Planning

APPROVED AS TO LEGAL FORM

Joanne Monahan  
Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☒

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

**Full Title of Ordinance/Resolution**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE JOURNAL SQUARE 2060 REDEVELOPMENT PLAN CREATING A NEW ZONE 12 AND BONUS INCENTIVES FOR OFFICE SPACE**

**Initiator**

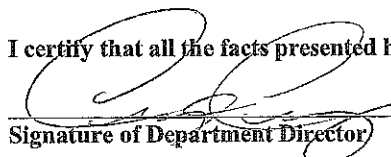
Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
	Jeff Wenger, PP, AICP	Principal Planner
Phone/email	201-547-5010	bobbyc@jcnj.org / jeff@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Purpose**

This ordinance amends the Journal Square 2060 Redevelopment Plan to create a new zone 12 which shall permit a new mixed use high rise project with the adaptive re-use of 30 Journal Square; and encourage office space development with bonus incentives. Other development standards such as yards and bulk requirements are revised and updated.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

Date

 1/19/16

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.014

TITLE: 3.B JAN 27 2016 4.B FEB 10 2016

Ordinance of the Municipal Council of the City of Jersey City  
adopting amendments to the Journal Square 2060  
Redevelopment Plan creating a new Zone 12 and bonus  
incentives for office space.

RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">JAN 27 2016 9-0</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <span style="float: right;">FEB 10 2016 9-0</span>											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>WATTERMANN</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

## SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

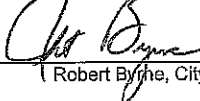
RECORD OF FINAL COUNCIL VOTE <span style="float: right;">FEB 10 2016 9-0</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)


Adopted on first reading of the Council of Jersey City, N.J. on JAN 27 2016  
Adopted on second and final reading after hearing on FEB 10 2016

This is to certify that the foregoing Ordinance was adopted by  
the Municipal Council at its meeting on FEB 10 2016

  
Robert Byrne, City Clerk

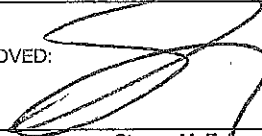
\*Amendment(s):

APPROVED:

  
Rolando R. Lavarro, Jr., Council President

Date FEB 10 2016

APPROVED:

  
Steven M. Fulop, Mayor

Date FEB 11 2016

Date to Mayor FEB 11 2016



City Clerk File No. Ord. 16.016

Agenda No. 3.D 1st Reading

Agenda No. 4.D 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.016

**TITLE: ORDINANCE AUTHORIZING THE CITY OF JERSEY TO LEASE CITY-OWNED PROPERTY KNOWN AS BLOCK 28201, LOTS 10 AND 12 THROUGH 16 ALSO KNOWN AS RALPH TAYLOR MEMORIAL PARK TO THE JERSEY CITY PUBLIC SCHOOL DISTRICT**

### **THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City of Jersey City (City) is the owner of property known as Block 28201, Lots 10 and 12 through 16 also known as Ralph Taylor Memorial Park (Property) which is located near the intersection of Cator Avenue and Ludlow Street; and

**WHEREAS**, the Jersey City Public School District (School District), through the New Jersey School Development Authority (NJSDA) is replacing the current Public School No. 20 Elementary School with a new school facility (the "New P.S. No. 20") which has a projected enrollment of 628 students, which is being constructed on premises surrounding the Property; and

**WHEREAS**, the Property is classified as "unfunded parkland" as defined in Section 2.1 of the New Jersey Department of Environmental Protection's Green Acres Program rules, N.J.A.C. 7:36 et seq., (the "Green Acres Rules"), which rules are administered by the New Jersey Green Acres Program (the "Green Acres Program") and is also designated as "underutilized" on Jersey City's current listing of all funded and unfunded parkland required to be maintained pursuant to the Green Acres Rules (the "Recreational Open Space Inventory" or "ROSI"); and

**WHEREAS**, the City has, in its ROSI, recommended that the Property be used as a children's playground/recreation area; and

**WHEREAS**, the NJSDA is constructing the New P.S. No. 20 and the City and the School District, together with NJSDA, have determined that the interest of the City in properly utilizing the Property as a children's playground/recreation area and School District's need for a children's playground/recreation area for the New P.S. No. 20 are both served by the use of the Property to be shared by the City and the School District as described in Section 5 of the attached Lease Agreement; and

**WHEREAS**, in connection with the construction of the New P.S. No. 20 the NJSDA will be installing a new grass recreational surface at the Property pursuant to an agreement with the City dated October 23, 2013, approved by Resolution 13.582 on August 28, 2013; and

**WHEREAS**, the City agrees to lease the Property to the School District for the sum of One Dollar (\$1.00) a year; and

**WHEREAS**, the initial term of the Lease Agreement shall be five (5) years commencing on the date on which the School District takes occupancy of the New P.S. No. 20 and commences operating the New P.S. No. 20 as a school facility and shall end on the last day of the month preceding the month in which occurs the fifth anniversary of the lease commencement date; and

**WHEREAS**, the School District shall have the right upon the expiration of the initial five year term to renew the lease for three successive, additional five year terms and then one final renewal period of four years; and

**WHEREAS**, if the School District exercises all of its renewal rights, the total term of the lease will be 24 years; and

**WHEREAS**, N.J.S.A. 40A:12-13(b)(1) and N.J.S.A. 40A:12-19 provide that a municipality may convey an interest in property to a public body corporate and politic for nominal consideration.

**NOW, THEREFORE, BE IT ORDAINED**, by the Municipal Council of the City of Jersey City that:

- I. The Mayor or Business Administrator is authorized to execute the attached Lease Agreement with the School District for the Property known as Block 28201, Lots 10 and 12 through 16 also known as Ralph Taylor Memorial Park (Property) which is located near the intersection of Cator Avenue and Ludlow Street subject to the following terms and conditions:
  - (i) the term of the Lease Agreement shall be five (5) years commencing on the date on which the School District takes occupancy of the New P.S. No. 20 and commences operating the New P.S. No. 20 as a school facility and shall end on the last day of the month preceding the month in which occurs the fifth anniversary of the lease commencement date unless the School District exercises its renewal right set forth in Section 2 of the Lease Agreement;
  - (ii) the annual rent shall be \$1.00;
  - (iii) the School District shall have exclusive use of the Property during school hours and for certain after school activities from time to time and the School District shall use the Property only for recreation and conservation purposes as defined in the State of New Jersey Green Acres rules and regulations;
  - (iv) the School District shall provide routine maintenance for the Property as defined in the Lease Agreement attached hereto;
  - (v) the School District shall indemnify, defend, and hold the City and its officers, agents and employees harmless from any and all claims of personal injury and property damage arising out of the School District's occupancy and use of the Property; and
2. The Lease Agreement shall be substantially in the form of the attached, subject to such modifications as the Corporation Counsel or Business Administrator deems necessary or appropriate.
  - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
  - B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
  - C. This ordinance shall take effect in the manner as prescribed by law.
  - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

RR  
APPROVED AS TO LEGAL FORM

Joanne Monahan  
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

## RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### Full Title of Ordinance/Resolution

**ORDINANCE AUTHORIZING THE CITY OF JERSEY TO LEASE CITY-OWNED  
PROPERTY KNOWN AS BLOCK 28201, LOTS 10 AND 12 THROUGH 16 ALSO  
KNOWN AS RALPH TAYLOR MEMORIAL PARK TO THE JERSEY CITY PUBLIC  
SCHOOL DISTRICT**

## Project Manager

Department/Division	Architecture, Engineering, Traffic & Transpt.	Architecture
Name/Title	Brian Weller	Director
Phone/email	547-5900	WellerB@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### Contract Purpose

The City is the owner of property known as the Ralph Taylor Memorial Park (Property) which is located near the intersection of Cator Avenue and Ludlow Street. The Property is classified as "unfunded parkland" as defined in State Green Acre regulations and is also designated as "underutilized" on Jersey City's current "Recreational Open Space Inventory." The New Jersey School Development Authority (NJSDA) is constructing the New P.S. No. 20 and the City and the School District, together with the NJSDA, have determined that the interest of the City in properly utilizing the Property as a children's playground/recreation area and School District's need for a children's playground/recreation area for the New P.S. No. 20 are both served by the use of the Property to be shared by the City and the School District as described in Section 5 of the lease. The annual rent is \$1.00. The initial term of the lease is 5 years with renewal rights that are described in Section 2 of the Lease.

**Cost (Identify all sources and amounts)**

Not applicable

**Contract term (include all proposed renewals)**

Initial term of 5 years with renewal rights described in Section 2 of the lease. If all renewals exercised, total term of 24 years.

Type of award	Not Applicable
---------------	----------------

If "Other Exception", enter type

### Additional Information

**I certify that all the facts presented herein are accurate.**

## LEASE AGREEMENT

This AGREEMENT is made on the \_\_\_\_\_ day or \_\_\_\_\_, 2016 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("Landlord") with offices at 280 Grove Street, Jersey City, NJ 07302, and the JERSEY CITY PUBLIC SCHOOL DISTRICT, a public corporation of the State of New Jersey ("Tenant") with offices at 346 Claremont Avenue, Jersey City, NJ 07305.

### WITNESSETH:

WHEREAS, the Landlord is the owner of certain lands designated as Block 28201, Lots 10 and 12-16 (formerly known as Block 1360.75, Lot A.1, A.3 – A.7) on the official tax map of the City of Jersey City, County of Hudson, State of New Jersey, and located at the intersection of Cator Avenue and Ludlow Street and also known as Ralph Taylor Memorial Park (the "Property"); and

WHEREAS, Tenant, through the New Jersey School Development Authority (NJSDA) is proposing to replace the current PS 20 Elementary School with a new school facility (the "New PS 20") having a projected enrollment of 628 students, to be constructed on premises surrounding the Property; and

WHEREAS, the Property is classified as "unfunded parkland" as defined in Section 2.1 of the New Jersey Department of Environmental Protection's Green Acres Program rules, N.J.A.C. 7:36 et seq., (the "Green Acres Rules"), which rules are administered by the New Jersey Green Acres Program (the "Green Acres Program") and is also designated as "underutilized" on Jersey City's current listing of all funded and unfunded parkland required to be maintained pursuant to the Green Acres Rules (the "Recreational Open Space Inventory" or "ROSI"); and

WHEREAS, Landlord has, in its ROSI, recommended the Property for use as a children's playground/recreation area; and

WHEREAS, the New Jersey Schools Development Authority is planning for the construction of a New PS #20 and Landlord and Tenant, together with NJSDA, have determined that the interest of Landlord in properly utilizing the Property as a children's playground/recreation area and Tenant's need for a children's playground/recreation area for the New PS #20 are both served by the use of the Property to be shared by Landlord and Tenant.

NOW THEREFORE, for ONE (\$1.00) DOLLAR, receipt of which is hereby acknowledged, and in consideration of the mutual covenants, agreements, terms, provisions and conditions herein contained, the parties hereto do hereby agree as follows:

1. Landlord hereby grants to Tenant a Lease to use the Property for use as recreational play space by the students of New PS #20 only and for no other purpose, subject to and in accordance with the terms and conditions set forth in this Lease.

2. (a) The term of this Lease shall be for an initial term (the "Initial Term") commencing on the date on which Tenant takes occupancy of the New PS #20 and commences operating the New PS #20 as a school facility (the "Commencement Date") and shall end on the last day of the month preceding the month in which occurs the fifth (5<sup>th</sup>) anniversary of the Commencement Date (the "Termination Date").

(b) Tenant shall have the right, upon the expiration of the Initial Term, to renew this Lease for three (3) successive, additional periods of five (5) years each and one final renewal period of four (4) years. Tenant shall exercise its right to renew this Lease under the provisions of this paragraph 2(b) by notifying Landlord of such election not less than thirty (30) days before the expiration of the Initial Term or the current renewal period in effect, as the case may be, without execution of any further instrument.

(c) At the end of the fourth (4<sup>th</sup>) renewal term permitted under the provisions of paragraph 2(b) above, and at the end of each subsequent renewal term of this Lease, Tenant and Landlord shall have the option to renew this Lease for additional periods of five (5) years provided that they first obtain the approval of the New Jersey Department of Environmental Protection with respect to such renewal in accordance with subsections (b)5 and (d) of N.J.A.C. 7:36-25.13. Either Landlord or Tenant shall initiate the extension of this Lease for such additional five (5) year period by notifying the Green Acres Program of the desire to renew this Lease, which notice shall be given not less than sixty (60) days before the expiration of the renewal period then in effect. On the giving of such notice and the confirmation that the Green Acres Program has approved the Lease renewal pursuant to N.J.A.C. 7:36-25.14, this Lease shall be deemed extended for the specified period without execution of any further instrument.

(d) Each renewal of this Lease pursuant to paragraphs (b) and (c) of this Section 2 shall be upon the same terms, covenants, and conditions as set forth in this Lease.

After the commencement of a renewal term, any references in this Lease to the "Term" shall refer to the renewal term.

3. (a) Tenant shall, while this Lease shall be in force and effect, provide "routine maintenance" (specifically, grass maintenance services, and garbage removal services) to the entire Property and shall arrange and pay directly for electric, water and sewer utility services at the Property. Tenant is responsible for routine maintenance of the property and Landlord is responsible for repairs. Landlord, to the extent known, shall advise Tenant of all defects as soon as possible. Tenant reserves the right to enter onto the Property to make any and all necessary repairs and/or improvements to the Property, provided however, in no event shall Tenant perform any repairs or improvements required to be made to sub-surface areas of the Property, which shall be performed by Landlord as elsewhere provided in this Agreement. Landlord agrees, to the extent practicable, to avoid making any repairs or improvements which will impede Tenant's use of the Property. In the event Landlord is required to enter onto the Property for the purpose of making necessary repairs and/or improvements, Landlord agrees that it will give Tenant reasonable advance notice thereof and shall use reasonable efforts to minimize any interference with Tenant's scheduled usage of the Property in connection with any such entry

and/or the making of any such repairs. In no event shall Landlord be obligated to make any repairs or improvements which, in the option of Landlord are not reasonably necessary.

(b) Landlord agrees that Tenant shall not be responsible for the performance of repairs that are occasioned by vandalism or by the misuse of the Property by the general public, which such repairs are not deemed routine maintenance as contemplated under paragraph 3(a) above and which shall be the responsibility of Landlord as set forth in Paragraph 6(a) hereof. Tenant is not responsible for the Park area when it is open for use by the general public.

(c) Tenant shall make no alterations or improvements to the Property without the prior written consent of Landlord. Tenant understands and agrees that Landlord's consent to a request to make alterations or improvements to the Property is conditioned upon Landlord's first obtaining any consent required under the Green Acres Program. Any costs to Landlord in connection with obtaining any such consent under the Green Acres Program shall be borne by Tenant.

4. Tenant explicitly acknowledges that the Property is encumbered with Green Acres restrictions and shall use the Property only for recreational and/or conservation purposes (as defined in N.J.A.C. 7:36-2.1). Tenant covenants that it shall not use or occupy the Property for any other purpose or in any manner which will violate any present or future rules, regulations, laws or ordinances of any governmental authority. Specifically, Tenant agrees that its use of the Property shall comply with the requirements of the Green Acres Rules. Landlord agrees that it is responsible to comply with all Green Acres restrictions when the park is open to the public.

5. To the extent permitted by the Green Acres Rules, Landlord agrees that Tenant shall be entitled to exclusive use of the Property during regular school hours and for scheduled after school activities as determined by Tenant and as communicated in writing by Tenant to Landlord, from time to time. The Landlord and the general public shall have the right to use of Ralph Taylor Memorial Park in accordance with N.J.A.C. 7:36-23.13(b)3. Notwithstanding the provisions of the preceding sentences, Landlord shall be responsible for scheduling the use of the Property to the effect that at such times as the recreational fields and playground facilities at the Property are not in use or to be used by Tenant, Landlord may, in accordance with Jersey City policy and procedure, grant use and permits for and schedule use of the Property by other parties in accordance with the conditions set forth herein. As a condition to scheduling or granting permission for use of the fields or playground to parties other than Tenant, Landlord shall require that any such party must provide an indemnification agreement for the benefit of the Tenant in such form as prescribed by Tenant and shall also provide a Certificate of Insurance in such form as prescribed by Tenant and naming Tenant as an additional insured.

To the extent permitted by the Green Acres Rules, Landlord reserves the right to negotiate an agreement with Tenant regarding the scheduling and terms and conditions for use of the fields and facilities at the Property by other parties and Landlord and Tenant agree that the Business Administrator of the City of Jersey City and the Superintendent of the School District of Jersey City may execute and amend any such scheduling agreement from time to time, and that such agreements shall be binding upon the parties only if in writing and signed by both parties.

Lease Agreement for  
Ralph Taylor Memorial Park

Landlord may, at any time during the term of this Agreement or any renewal, determine and change the hours during which it shall keep the Property open for use subject to Tenant's scheduling rights as set forth herein. Landlord's employees, agents and invitees, including the general public, shall, at all times during which the Property is open for use, have the free and uninterrupted right of access to the Property by means of all streets, pathways, roadways, parking areas, sidewalks and other existing entrances or exits to the facilities which afford vehicular or pedestrian access, to the Property.

For purposes of this Paragraph 5, in order to allow for enforcement of scheduled exclusive use rights to the Property granted to Tenant hereunder, the Property shall be enclosed by a fence which shall surround the entire Property. Such fence shall have three (3) gates - one on Cator Avenue, one on the North end of Lot 10, and one on Ludlow Street -- which such gates shall be opened or locked, as the case may be, in accordance with the arrangement between Landlord and Tenant with respect to times for exclusive student access and general public access. It is the intent of the parties to open the gate on the Cator side of the property after school hours to allow access of the public to the Ralph Taylor Memorial Park. The gates on the North side of Lot 10 and on the Ludlow side of the Ralph Taylor Memorial Park shall only be opened to permit the Tenant to utilize the Ralph Taylor Memorial Park in conjunction with the school. At all other times, it is anticipated that these gates will be closed to preserve the school properties that are located adjacent to Ralph Taylor Memorial Park. Tenant will have exclusive use of the Ralph Taylor Memorial Park on school days between the hours of 8:00 a.m. and 4:30 p.m.

6. (a) Landlord shall be responsible for the upkeep and capital repairs of the sidewalks serving the Property and the making of all repairs to the substance of the Property and shall be responsible for protection of the Property and shall be responsible to perform or cause to be performed any and all necessary repairs and maintenance work occasioned by vandalism or as a result of the use of the Property by the general public or other parties granted permits to use the Property by Landlord. In support of the above, Landlord shall enforce and prosecute any and all laws and ordinances against all persons on or at the Property for the benefit and protection of the same.

(b) Landlord reserves the right to enter onto the Property to make any and all necessary repairs and/or improvements to the Property, provided however that Landlord agrees to the extent practicable, to avoid making any repairs or improvements which will impede the Tenant's use of the Property. In the event Landlord is required to enter onto the Property for the purpose of making necessary repairs and/or improvements, Landlord agrees that it will give Tenant reasonable advance notice thereof and shall use reasonable efforts to minimize any interference with Tenant's use of the Property in connection with any such entry and/or the making of any such repairs.

7. In the event of the use by Tenant of the Property for any purpose other than recreation or conservation purposes as defined in the Green Acres Rules, Landlord may, at its option, give Tenant a written notice to Tenant detailing such improper use ("Default Notice") and demanding that Tenant immediately cease such improper use as detailed in the Default Notice. A copy of any Default Notice shall simultaneously be given to NJSDA. In the event Landlord shall give a Default Notice to Tenant and Tenant and such improper use shall not be discontinued within thirty (30) days after the giving of the Default Notice, or, in the case of a

happening which cannot with due diligence be cured within a period of thirty (30) days if Tenant shall not duly initiate a cure and diligently prosecute the same to completion within such 30 day period, then Landlord may give to Tenant a five (5) day notice of termination, to the effect that the Lease to use the Property granted to Tenant hereunder shall terminate five (5) days after the giving of such notice of termination.

8. (a) Tenant shall not cause or permit any hazardous substances or hazardous wastes to be brought, kept, stored on, about or within the Property.

(b) Landlord and Tenant understand that environmental investigations of the Property have identified the presence of historic fill material. Specifically, the historic fill at the Property was found to contain concentrations of lead and copper exceeding the NJDEP Residential Soil Cleanup Criteria. The parties understand and agree that the Property is subject to a deed restriction concerning the historic fill material.

9. Each party hereto agrees to comply with all Federal and State laws and local ordinances and regulations affecting the Property and expressly agrees to indemnify and hold the other party hereto and its agents harmless from any and all claims arising out of violations of any Federal and State laws, local ordinances or rules and regulations which pertain to the its use and maintenance of the Property. Additionally, each party hereto agrees to indemnify and hold harmless the other party hereto from any claim or loss by reason of its use or misuse of the Property and from any claim or loss by reason of any accident or damage to any person or property occurring on the Property during its use thereof.

10. Tenant shall provide Landlord with a Certificate of Insurance, in which Landlord shall be named an additional insured. The general liability coverage shall have a minimum limit of \$1,000,000 per occurrence and \$2,000,000, in aggregate coverage. There shall be umbrella coverage with a minimum of \$5,000,000. Tenant shall provide proof of workmen's compensation insurance coverage in New Jersey statutory amounts.

11. All notices under this Lease must be in writing. The notices must be delivered personally or mailed by certified mail return receipt requested or by a recognized overnight carrier which provides proof of delivery. Notice to the Landlord shall be sent to Robert J. Kakoleski, Business Administrator at the address set forth at the beginning of this Lease. Notices sent to the Tenant shall be sent to Luigi Campana and Hope Blackburn, Esq., at the address set forth at the beginning of this Lease.

12. Tenant shall not assign this Lease, sublet all or a portion of the Property, or permit the use of the Property by anyone other than Tenant.

13. This Lease shall constitute the entire agreement between the parties and be governed by and interpreted in accordance with the laws of the State of New Jersey.

14. Landlord and Tenant agree to indemnify and hold harmless each other for any liability incurred during the term of this lease resulting from the actions of the parties or any of its agents, servants and/or employees arising from this Lease.



Lease Agreement for  
Ralph Taylor Memorial Park

**IN WITNESS WHEREOF**, the parties have caused these presents to be signed by their proper corporate officers and their corporate seals affixed hereto, this day of \_\_\_\_\_, 2016.

ATTEST.

JERSEY CITY PUBLIC SCHOOL DISTRICT

BY: \_\_\_\_\_

ATTEST.

CITY OF JERSEY CITY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

4852-0650-8584, v. 1

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.016

TITLE: 3.D JAN 27 2016 4.D

FEB 10 2016

Ordinance authorizing the City of Jersey City to lease city owned property known as Block 28201, Lots 10 and 12 through 16 also known as Ralph Taylor Memorial Park to the Jersey City Public School District.

RECORD OF COUNCIL VOTE ON INTRODUCTION JAN 27 2016 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING FEB 10 2016 9-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE FEB 10 2016 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JAN 27 2016  
Adopted on second and final reading after hearing on FEB 10 2016

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on FEB 10 2016

Robert Byrne  
Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date FEB 10 2016

APPROVED:

Steven M. Fulop, Mayor

Date FEB 11 2016

Date to Mayor FEB 11 2016

City Clerk File No. Ord. 16.017

Agenda No. 3.E 1st Reading

Agenda No. 4.E. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.017

TITLE: **ORDINANCE AUTHORIZING THE CONVEYANCE OF BLOCK  
25101, LOT 51, MORE COMMONLY KNOWN BY THE STREET  
ADDRESS OF 152 MARTIN LUTHER KING DRIVE, TO THE  
JERSEY CITY REDEVELOPMENT AGENCY**

**COUNCIL** offered and moved adoption of the following Ordinance:

**WHEREAS**, the City of Jersey City is the owner of certain property located within Block 25101, Lot 51, more commonly known by the street address of 152 Martin Luther King Drive [Property]; and

**WHEREAS**, it has been determined that the Property is not needed for any municipal public purpose or use; and

**WHEREAS**, the Jersey City Redevelopment Agency (JCRA) desires to acquire the Property from the City of Jersey City for the purpose of providing needed transitional, affordable housing; and

**WHEREAS**, the JCRA has agreed to pay the City that sum it receives as consideration, if any, for the Property, based on currently proposed plans; and

**WHEREAS**, the conveyance will also effectuate the redevelopment of the Property in accordance with the terms of the Redevelopment Plan and the return of the property to the real estate tax rolls of the City of Jersey City; and

**WHEREAS**, the JCRA is authorized to acquire the Property from the City of Jersey City, pursuant to N.J.S.A. 40A:12A-8 and 22; and

**WHEREAS**, the City of Jersey City is authorized to transfer Property to the JCRA with or without consideration pursuant to N.J.S.A. 40A:12A-39(a) and N.J.S.A. 40A:12-13(b)(1).

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

1. The conveyance to the Jersey City Redevelopment Agency of certain lands and buildings designated on Jersey City's Official Tax Assessment Map as Block 7045, Lot B.1, consisting of approximately 1.76 acres, and more commonly known by the street address of 152 Martin Luther King Drive, for the purpose of developing transitional, affordable housing, is hereby approved.


**ORDINANCE AUTHORIZING THE CONVEYANCE OF BLOCK 25101, LOT 51, MORE  
COMMONLY KNOWN BY THE STREET ADDRESS OF 152 MARTIN LUTHER KING  
DRIVE, TO THE JERSEY CITY REDEVELOPMENT AGENCY**

2. The Mayor or Business Administrator is authorized to execute an Agreement with the Jersey City Redevelopment Agency, and any other documents, including a deed(s) that are deemed legally necessary or appropriate by the Corporation Counsel to effectuate the transfer of the Property to the Jersey City Redevelopment Agency on or before June 1, 2016, in accordance with the above terms.
3. The Agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel deems appropriate or necessary.
  - A. All Ordinances and parts of Ordinances inconsistent herewith, are hereby repealed.
  - B. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
  - C. This Ordinance shall take effect at the time and in the manner as provided by law.
  - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore, underlining has been omitted.  
For purposes of advertising only, new matter is indicated by  
**bold face** and repealed matter by *italic*.

JM/he  
1/19/16

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
Corporation Counsel

Certification Required ☐  
Not Required ☒

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

**Full Title of Ordinance**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF BLOCK 25101, LOT 51, MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 152 MARTIN LUTHER KING DRIVE, TO THE JERSEY CITY REDEVELOPMENT AGENCY

**Initiator**

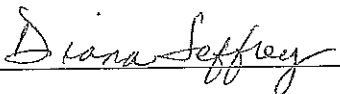
Agency	The Jersey City Redevelopment Agency	
Name/Title	Diana Jeffrey, Esq.	General Counsel
Phone/email	201-761-0819	djeffrey@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

This Ordinance authorizes the conveyance of 152 MLK Drive to the JCRA. The City does not need the property for any municipal purpose and the JCRA proposes to use the property to provide needed transitional housing. The JCRA agrees to pay the City the sum that it receives as consideration, if any, for the property.

I certify that all the facts presented herein are accurate.



General Counsel

January 20, 2016

Date

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.017

TITLE:

3. E JAN 27 2016 4.E

**FEB 10 2016**

Ordinance authorizing the conveyance of Block 25101, Lot 51,  
more commonly known by the street address of 152 Martin  
Luther King Drive, to the Jersey City Redevelopment Agency.

RECORD OF COUNCIL VOTE ON INTRODUCTION <b>JAN 27 2016 9-0</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <b>FEB 10 2016 9-0</b>											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE <b>FEB 10 2016 9-0</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **JAN 27 2016**  
Adopted on second and final reading after hearing on **FEB 10 2016**

This is to certify that the foregoing Ordinance was adopted by  
the Municipal Council at its meeting on **FEB 10 2016**

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President  
Date **FEB 10 2016**

APPROVED:

Steven M. Fulop, Mayor  
Date **FEB 11 2016**  
Date to Mayor **FEB 11 2016**

City Clerk File No. Ord. 16.018

Agenda No. 3.F 1st Reading

Agenda No. 4.F 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.018

TITLE:

**REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY (THE "CITY") PROVIDING FOR (i) THE REFUNDING OF CERTAIN OUTSTANDING QUALIFIED GENERAL IMPROVEMENT BONDS, SERIES 2009 AND QUALIFIED GENERAL IMPROVEMENT BONDS (PARKING AUTHORITY PROJECT), SERIES 2009A OF THE CITY DATED FEBRUARY 10, 2009 AND DECEMBER 30, 2009, RESPECTIVELY, TO PROVIDE DEBT SERVICE SAVINGS, AND (ii) AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$32,000,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY TO EFFECT SUCH REFUNDING AND APPROPRIATING THE PROCEEDS THEREFOR**

**WHEREAS**, pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), the City of Jersey City, in the County of Hudson, State of New Jersey (the "City"), had previously issued \$39,928,000 aggregate principal amount of Qualified General Improvement Bonds, Series 2009 on February 10, 2009 (the "2009 Original Bonds") and \$3,380,950 aggregate principal amount of Qualified General Improvement Bonds (Parking Authority Project), Series 2009A on December 30, 2009 (the "2009A Original Bonds" and together with the 2009 Original Bonds, the "Original Bonds"); and

**WHEREAS**, \$24,418,000 outstanding 2009 Original Bonds maturing in the years 2020 through 2029 (the "2009 Refunded Bonds") and \$2,705,950 outstanding 2009A Original Bonds maturing in the years 2020 through 2029 (the "2009A Refunded Bonds" and together with the 2009 Refunded Bonds, the "Refunded Bonds") are currently subject to redemption, either in whole or in part, prior to their stated maturity; and

**WHEREAS**, the City has determined that the current tax-exempt interest rate environment would enable it to realize debt service savings for the City taxpayers by refunding all or a portion of the aforesaid Refunded Bonds through the issuance of its General Improvement Refunding Bonds in an aggregate principal amount not to exceed \$32,000,000 (the "Refunding Bonds"); and

**WHEREAS**, the City Council now desires to adopt this Refunding Bond Ordinance (the "Refunding Bond Ordinance") authorizing the issuance of the Refunding Bonds in an aggregate principal amount not exceeding \$32,000,000, a portion of the sale proceeds of which shall be used to refund the Refunded Bonds.

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY** (not less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

**SECTION 1.** The refunding of all or a portion of the Refunded Bonds is hereby authorized.

**SECTION 2.** In order to refund the Refunded Bonds and to pay all related costs associated therewith, the City is hereby authorized to issue the Refunding Bonds in an aggregate principal amount not to exceed \$32,000,000, all in accordance with the requirements of N.J.S.A. 40A:2-51 et seq., and appropriate the proceeds of such Refunding Bonds to such purpose described in Section 3 hereof. Such Refunding Bonds shall be designated as "General Improvement Refunding Bonds" with such series designation as may be necessary to identify such bonds.

**SECTION 3.** The purpose of the issuance of the Refunding Bonds is to achieve debt service savings by refunding all or a portion of the Refunded Bonds.

**SECTION 4.** An aggregate amount not exceeding \$460,000 may be allocated from the aggregate principal amount of the Refunding Bonds to pay for items of expense listed and permitted under N.J.S.A. 40A:2-51(b), including, but not limited to, the aggregate allocated costs of issuance thereof, including underwriting, printing, credit enhancement or other insurance, advertising, accounting, financial, legal and other expenses in connection therewith.

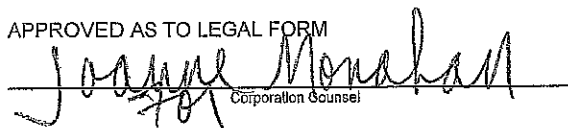
**SECTION 5.** A certified copy of this Refunding Bond Ordinance has been filed with the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs prior to final adoption and enactment hereof.

**SECTION 6.** The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the City Clerk and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this Refunding Bond Ordinance and the said bonds and notes authorized by this Refunding Bond Ordinance will be within all debt limitations prescribed by the Local Bond Law.

**SECTION 7.** The Chief Financial Officer of the City is hereby authorized and directed to determine all matters and terms in connection with the Refunding Bonds, all in consultation with the City bond counsel, financial advisor and auditor, and the manual or facsimile signature of the Chief Financial Officer of the City upon any documents shall be conclusive as to all such determinations. The Mayor, the Chief Financial Officer of the City, the City Clerk and any other City official, officer or professional, including but not limited to, the City bond counsel, financial advisor and auditor, are each hereby authorized and directed to execute and deliver such documents as are necessary to consummate the sale and closing of the Refunding Bonds, including the refunding report required to be filed pursuant to N.J.A.C 5:30-2.5, and to take such actions or refrain from such actions as are necessary for the issuance of the Refunding Bonds, in consultation with City bond counsel, financial advisor and auditor, and any and all actions taken heretofore with respect to the sale and issuance of the Refunding Bonds are hereby ratified and confirmed.

**SECTION 8.** This Refunding Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

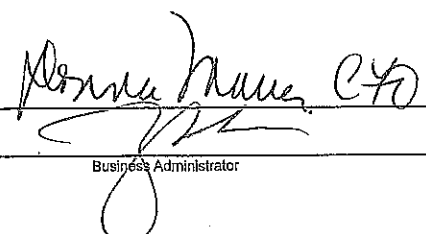
APPROVED AS TO LEGAL FORM

  
Joanne Monahan  
Corporation Counsel

Certification Required ☐  
Not Required ☒

APPROVED:

APPROVED:

  
Donna Mauer  
Business Administrator



**ORDINANCE FACT SHEET -- NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY (THE "CITY") PROVIDING FOR (i) THE REFUNDING OF CERTAIN OUTSTANDING QUALIFIED GENERAL IMPROVEMENT BONDS, SERIES 2009 AND QUALIFIED GENERAL IMPROVEMENT BONDS (PARKING AUTHORITY PROJECT), SERIES 2009A OF THE CITY DATED FEBRUARY 10, 2009 AND DECEMBER 30, 2009, RESPECTIVELY, TO PROVIDE DEBT SERVICE SAVINGS, AND (ii) AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$32,000,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY TO EFFECT SUCH REFUNDING AND APPROPRIATING THE PROCEEDS THEREFOR

**Initiator**

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

This ordinance will allow the City to refund certain outstanding qualified bonds not to exceed \$32,000,000. This refunding currently produces a \$2.6 million gross savings.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

1/19/16  
Date

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.018

TITLE: 3.F JAN 27 2016 4.F

**FEB 10 2016**

Refunding Bond Ordinance of the City of Jersey City, in the County of Hudson, State of New Jersey (The "City") providing for (i) The refunding of certain outstanding Qualified General Improvement Bonds, Series 2009 and Qualified General Improvement Bonds (Parking Authority Project), Series 2009A of the City dated February 10, 2009 and December 30, 2009, respectively, to provide debt service savings, and (ii) Authorizing the issuance of not to exceed \$32,000,000 aggregate principal amount of General Improvement Refunding Bonds of the City to effect such refunding and appropriating the proceeds therefor.

RECORD OF COUNCIL VOTE ON INTRODUCTION <b>JAN 27 2016 9-0</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <b>FEB 10 2016 9-0</b>											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

## SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson moved to amend* Ordinance, seconded by Councilperson & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE <b>FEB 10 2016 9-0</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **JAN 27 2016**

Adopted on second and final reading after hearing on **FEB 10 2016**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **FEB 10 2016**

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date **FEB 10 2016**

APPROVED:

Steven M. Fulop, Mayor

Date **FEB 11 2016**

Date to Mayor **FEB 11 2016**

City Clerk File No. Ord. 16.019  
Agenda No. 3.6 1st Reading  
Agenda No. 4.6 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.019  
AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC)  
TITLE: ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE  
AMENDING SECTION 332-24(PARKING PROHIBITED CERTAIN HOURS)  
EXTENDING THE NO PARKING SCHOOL DAYS 100 FEET SOUTH TO THE END OF  
THE GATE AT THE GOLDEN DOOR CHARTER SCHOOL

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-24 PARKING PROHIBITED CERTAIN HOURS

No person shall park a vehicle between the hours specified upon any of the streets or parts thereof listed below.

Name of Street	Side	Days of Week	Hours	Limits
Huron Av	West	School Days	7:00 a.m to 4:00 p.m. to	71 feet south of St. Pauls Av 100 feet south 120 feet south of St. Pauls Av [60] <u>160</u> feet south

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.  
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.  
4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: The material to be repealed is in [brackets]; the new material to be inserted is underscored.

JDS:pel  
12.31.15

APPROVED AS TO LEGAL FORM

Joseph P. Ronahan  
Corporation Counsel

Certification Required ☐  
Not Required ☒

APPROVED: [Signature]  
Director of Traffic & Transportation

APPROVED: [Signature]  
Municipal Engineer

APPROVED: [Signature]  
Business Administrator

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance**

AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE AMENDING SECTION 332-24(PARKING PROHIBITED CERTAIN HOURS) EXTENDING THE NO PARKING SCHOOL DAYS 100 FEET SOUTH TO THE END OF THE GATE AT THE GOLDEN DOOR CHARTER SCHOOL

**Initiator**

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org


Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

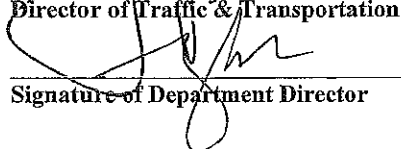
**Ordinance Purpose**

EXTENDING THE NO PARKING SCHOOL DAYS 100 FEET SOUTH TO THE END OF THE GATE AT THE GOLDEN DOOR CHARTER SCHOOL

Huron Avenue is now a one way "south" allowing the Parents to discharge and pick-up their children on the same side of the street as the School's entrance without blocking a travel lane. Clearing an additional 100 feet of parking on the west side of the street will facilitate the drop-off and pick-up of students attending the Golden Door Charter School.

I certify that all the facts presented herein are accurate.

  
Director of Traffic & Transportation

  
Signature of Department Director

  
Date

  
Date

# Google Maps 24 Huron Ave

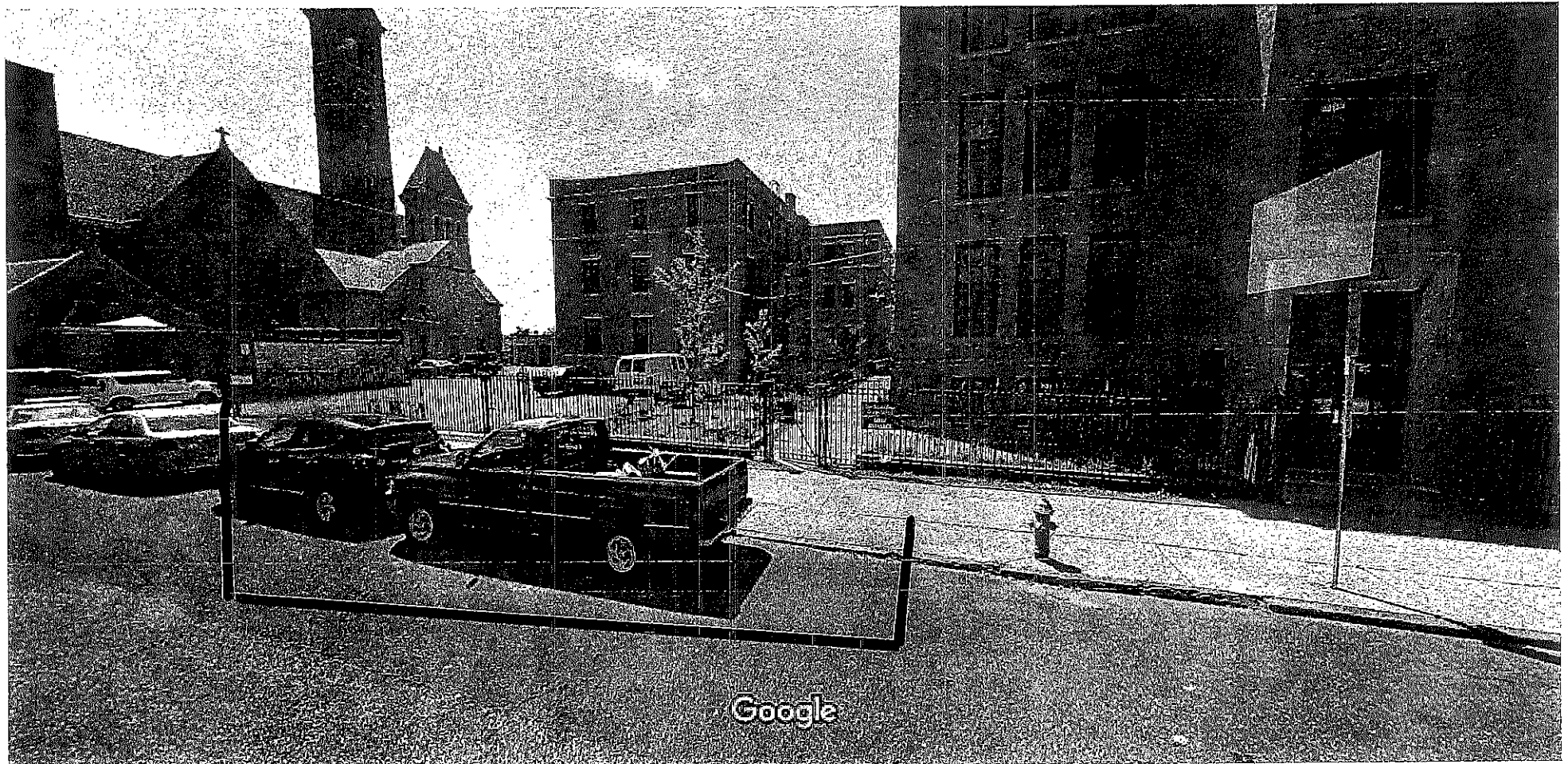


Image capture: Aug 2013 © 2015 Google

Jersey City, New Jersey

Street View - Aug 2013

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.019

TITLE: 3.G JAN 27 2016 4.G

FEB 10 2016

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) of the Jersey City Code amending Section 332-24 (Parking Prohibited Certain Hours) extending the No Parking School Days 100 feet south to the end of the gate at the Golden Door Charter School.

RECORD OF COUNCIL VOTE ON INTRODUCTION JAN 27 2016 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING FEB 10 2016 9-0											
Councilperson <u>RAMCHAL</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE FEB 10 2016 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

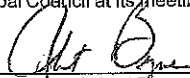
Adopted on first reading of the Council of Jersey City, N.J. on

JAN 27 2016

Adopted on second and final reading after hearing on


FEB 10 2016

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on FEB 10 2016

  
Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

  
Rolando R. Lavarro, Jr., Council President

Date

FEB 10 2016

APPROVED:

  
Steven M. Fulop, Mayor

Date

FEB 11 2016

Date to Mayor

FEB 11 2016

City Clerk File No. Ord. 16.020

Agenda No. 3.H 1st Reading

Agenda No. 4.H 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

### CITY ORDINANCE 16.020

TITLE:

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION  
PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ.,  
AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY  
DESIGNATED AS BLOCK 6301, LOT 1, ON THE CITY'S TAX MAP  
AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF  
271 VAN WAGENEN**

### THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

**WHEREAS**, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for a newly constructed three (3) story building with approximately five (5) residential rental units and five (5) on-site parking spaces on the Property, is permitted for a period of five (5) years; and

**WHEREAS**, 271 Van Wagenen, LLC is the owner of a newly constructed three (3) story building with approximately five (5) residential rental units and five (5) on-site parking spaces on the Property, located in Block 6301, Lot 1 on the City's Tax Map and more commonly known by the street address of 271 Van Wagenen Avenue, Jersey City, New Jersey; and

**WHEREAS**, on May 3, 2013, the owner filed an application with the Tax Assessor to tax exempt the newly constructed multiple dwelling and commercial space, a copy of which application is attached hereto; and

**WHEREAS**, on July 1, 2015, the City issued a Certificate of Occupancy for the Property; and

**WHEREAS**, 271 Van Wagenen, LLC proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and taxed) a tax payment for the new improvements on the property, estimated as follows:

- (a) Year 1: the tax year in which the structure will be completed. \$0 taxes;
- (b) Year 2: the second tax year, 20% of actual full taxes, estimated to be \$2,544;
- (c) Year 3: the third tax year, 40% of actual full taxes, estimated to be \$5,191;

- (d) Year 4: the fourth tax year, 60% of actual full taxes, estimated to be \$7,942;
- and
- (e) Year 5: the fifth tax year, 80% of actual full taxes, estimated to be \$10,801;

**WHEREAS**, the Tax Assessor has determined that the full and true value of the new construction will generate an additional tax payment of \$17,339 a year; and

**WHEREAS**, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

**WHEREAS**, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the newly constructed multiple dwelling and commercial space are eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

**WHEREAS**, upon the expiration of the tax exemption, the total assessment will generate a total tax payment of \$17,339; and

**WHEREAS**, 271 Van Wagenen, LLC has agreed to pay the sum of \$11,250 to the City's Affordable Housing Trust Fund; and

**WHEREAS**, on January 5, 2016, the Tax Exemption Committee recommended the approval of the tax exemption to the Mayor.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of the newly constructed three (3) story building with five (5) market-rate residential rental units and five (5) one-site parking spaces, located in Block 6301, Lot 1, and more commonly known by the street address of 271 Van Wagenen Avenue, Jersey City, New Jersey, is hereby approved.

2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

- (a) estimated tax payment on the new improvements shall be:
  - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
  - (ii) Year 2: the second tax year, 20% of actual full taxes, estimated to be \$2,544;
  - (iii) Year 3: the third tax year, 40% of actual full taxes, estimated to be \$5,191;
  - (iv) Year 4: the fourth tax year, 60% of actual full taxes, estimated to be \$7,942; and
  - (v) Year 5: the fifth tax year, 80% of actual full taxes, estimated to be \$10,801.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be



calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

(b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A.40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.

(f) Affordable Housing Trust Fund: \$1,500 per unit or \$7,500 and \$1.50 per square foot x 2,500 square feet of parking or \$3,750, for a total of \$11,250.

3. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.

4. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).

A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

C. This ordinance shall take effect at the time and in the manner provided by law.

D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JJH 1/14/16

APPROVED AS TO LEGAL FORM

Joanne Monahan  
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16,020  
TITLE: 3.H JAN 27 2016 4.H FEB 10 2016

An ordinance approving a five (5) year tax exemption pursuant to the provisions of N.J.S.A.40A:21-1, et seq., and Section 304-9 of the Municipal Code for property designated as Block 6301, Lot 1, on the City's tax map and more commonly known by the street address of 271 Van Wagenen Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">JAN 27 2016 9-0</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <span style="float: right;">FEB 10 2016 9-0</span>											
Councilperson <u>WATTERMEN</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

## SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMEN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE <span style="float: right;">FEB 10 2016 9-0</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JAN 27 2016  
Adopted on second and final reading after hearing on FEB 10 2016

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on FEB 10 2016

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date FEB 10 2016

APPROVED:

Steven M. Fulop, Mayor

Date FEB 11 2016

Date to Mayor FEB 11 2016

City Clerk File No. Ord. 16.022

Agenda No. 3.J 1st Reading

Agenda No. 4.J 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.022

**TITLE: AN ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MIXED-USE, MARKET-RATE, RESIDENTIAL PROJECT TO BE CONSTRUCTED BY PACIFIC 312 GROUP URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, Pacific 312 Group Urban Renewal, LLC ("Urban Renewal"), is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

**WHEREAS**, the Entity is owner of certain property known as Block 20005, Lot 19.01 f/k/a lots 19 & 20, on the City's Official Tax map, more commonly known by the street address of 326 Pacific Avenue, and more specifically described by metes and bounds, in the application [Property]; and

**WHEREAS**, the Property is located within the Morris Canal Redevelopment Plan Area as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g); and

**WHEREAS**, the Project received a site plan approval from the Planning Board on July 22, 2014; and

**WHEREAS**, the Entity has applied for a twenty (20) year long term tax exemption for a four (4) story mixed-used building, containing fourteen (14) residential rental units, and approximately 1,084 square feet of ground floor commercial/retail space; and

**WHEREAS**, the Property is in located within Tier III of the Jersey City Tax Abatement Policy Map and Tier III allows tax abatements for a period of up to twenty (20) years; and

**WHEREAS**, the Entity has requested a term of the earlier of twenty-five (25) years from the effective date of the ordinance approving the abatement, or twenty (20) years from the date that the Project is deemed substantially complete; and

**WHEREAS**, the Entity proposes an annual service charge based upon twelve percent (12%) of gross revenue, and in addition the Applicant would pay an annual fee to Hudson County based upon five (5%) percent of the service charge, and an administrative fee to the City of two (2%) percent of the service charge; and

**WHEREAS**, Pacific 312 Group Urban Renewal, LLC, has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 12% of Annual

**AN ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MIXED-USE, MARKET-RATE, RESIDENTIAL PROJECT TO BE CONSTRUCTED BY PACIFIC 312 GROUP URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

Gross Revenue each year, which sum is estimated to be \$44,100, and which shall be subject to statutory staged increases over the term of the tax exemption; and

2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee; and
3. provide employment and other economic opportunities for City residents and businesses;
4. pay to City for remittance to Hudson County, a sum equal to 5% of the Annual Service Charge upon receipt of that charge; and
5. provide a contribution to the City's Affordable Housing Trust Fund, pursuant to Ordinance 03-112, in the amount of \$22,626. This payment is nonrefundable and nontransferable and shall be forfeited by the Entity should either party terminate the tax exemption prior to the end of the herein term.

**WHEREAS**, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only \$5,559, whereas, the Annual Service Charge as estimated, will generate revenue of more than \$44,100 to the City and an additional sum of approximately \$2,205 to Hudson County;
2. it is expected that the Project will create approximately five (5) jobs during construction and twelve (12) new permanent jobs after construction;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of the Morris Canal Redevelopment Plan area;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

**WHEREAS**, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract purchasers to the Project and insure the likelihood of the success of the Project; and

**WHEREAS**, Pacific 312 Group Urban Renewal, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk; and

**AN ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MIXED-USE, MARKET-RATE, RESIDENTIAL PROJECT TO BE CONSTRUCTED BY PACIFIC 312 GROUP URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ**

**NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:**

- A. The application of Pacific 312 Group Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., a copy of which is on file in the office of the City Clerk, for Block 20005, Lot 19.01 (f/k/a lots 19 & 20), more commonly known by the street address of 314 Pacific Avenue, more specifically described by metes and bounds in the application is hereby approved.
- B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement and a Project Employment and Contracting Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:
1. Term: the earlier of 25 years from the adoption of the within Ordinance or 20 years from the date the project is Substantially Complete;
  2. Annual Service Charge: each year the greater of:
    - (a) the Minimum Annual Service Charge equal to \$5,559 upon Project Completion, whether or not the Project is occupied; or
    - (b) 12% of Annual Gross Revenue, estimated at \$44,100, which shall be subject to statutory increases during the term of the tax exemption.
  3. Administrative Fee: 2% of the prior year's Annual Service Charge or \$882;
  4. County Payment: an additional 5% of the Annual Service Charge for remittance by the City to Hudson County or \$2,205;
  6. Affordable Housing Trust Fund: provide a contribution to the City's Affordable Housing Trust Fund, pursuant to Ordinance 03-112, in the amount of \$22,626.00, which represents \$1,500 per unit at 14 units (\$21,000.00) and \$1.50 per approximately 1,084 square footage Commercial Space (\$1,626). This payment is nonrefundable and nontransferable and shall be forfeited by the Entity should either party terminate the tax exemption prior to the end of the herein term;
  7. Project: a four (4) story mixed-used building with a total of 14 emerging residential units, and approximately 1,084 square feet of ground floor commercial/retail space;
  8. Project Employment & Contracting Agreement: an obligation to execute (i) a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses;
  9. Project Labor Agreement: Entity certified that its construction costs are less than \$25 million. In the event a construction cost audit or report indicates construction costs of more than \$25 million, then the Entity shall execute a Project Labor Agreement and be required to pay the damages as set forth in Section 304-37(3) of the Municipal Code.

**AN ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MIXED-USE, MARKET-RATE, RESIDENTIAL PROJECT TO BE CONSTRUCTED BY PACIFIC 312 GROUP URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

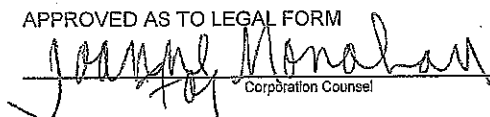
10. The initial installment of the Affordable Housing Trust Fund contribution payment shall be due on execution of the Financial Agreement, but in no event later than 90 days of the adoption of the ordinance. Interest shall accrue on such payments as of the 91<sup>st</sup> day at the same rate as the City charges for unpaid real estate taxes;
  11. The Financial Agreement shall be executed by the Entity no later than 90 days following adoption of the within Ordinance. Failure to comply shall result in a repeal of the herein Ordinance and the tax exemption will be voided.
  12. The Ordinance will be rescinded if the closing of the sale of the property and transfer of title from the seller to the Entity does not take place within ninety (90) days of the date of adoption of the herein Ordinance, unless otherwise extended by the City;
  13. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project begins within two (2) years of the adoption of the within Ordinance.
- C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary. The applicant shall execute the tax exemption agreement within ninety (90) days of the date of adoption of the herein Ordinance. Failure to comply shall result in the Ordinance being repealed and the tax exemption rescinded.
- E. The actual date of execution of the tax exemption agreement shall not affect, alter or amend the Entity's obligation to make payments according to the intervals set forth in Section 304-28 of the Municipal Code and the tax exemption agreement. Should the Entity fail to make timely payments, interest shall begin to accrue at the rate set forth in the tax exemption agreement.
- F. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- G. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- H. This ordinance shall take effect at the time and in the manner provided by law.
- I. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

AN ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MIXED-USE, MARKET-RATE, RESIDENTIAL PROJECT TO BE CONSTRUCTED BY PACIFIC 312 GROUP URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

**NOTE:** All material is new; therefore underlining has been omitted.  
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JJH/mw 1/14/16

APPROVED AS TO LEGAL FORM

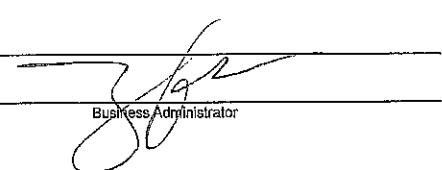
  
\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

  
\_\_\_\_\_  
Business Administrator

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.022  
TITLE: 3.J JAN 27 2016 4.J

**FEB 10 2016**

An ordinance approving a 20 year tax exemption for a mixed-used market-rate, residential project to be constructed by Pacific 312 Group Urban Renewal, LLC, an urban renewal entity, pursuant to the Long Term Tax Exemption Law N.J.S.A.40A:20-1 et seq.

RECORD OF COUNCIL VOTE ON INTRODUCTION <b>JAN 27 2016 8-1</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <b>FEB 10 2016 9-0</b>											
Councilperson <u>RAMCHAL</u> moved, seconded by Councilperson <u>WATTERMANN</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

## SPEAKERS:

LAVERN WASHINGTON

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE <b>FEB 10 2016 9-0</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **JAN 27 2016**  
Adopted on second and final reading after hearing on **FEB 10 2016**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **FEB 10 2016**

Robert Byrne  
Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date **FEB 10 2016**

APPROVED:

Steven M. Fulop, Mayor

Date **FEB 11 2016**

Date to Mayor **FEB 11 2016**



City Clerk File No. Ord. 16.024

Agenda No. 3.L 1st Reading

Agenda No. 4.K. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.024

**TITLE:** A FRANCHISE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JERSEY CITY GRANTING PERMISSION TO PS FIRST HUDSON URBAN RENEWAL, LLC, ITS SUCCESSORS AND ASSIGNS, TO MAKE IMPROVEMENTS IN THE FIRST STREET, SECOND STREET, PROVOST STREET AND WARREN STREET RIGHT OF WAYS ADJACENT TO THE PROPERTY LOCATED AT 133 SECOND STREET AND DESIGNATED AS BLOCK 11503, LOT 1 ON THE TAX MAP OF THE CITY OF JERSEY CITY, NEW JERSEY.

**WHEREAS**, PS First Hudson Urban Renewal, LLC (the "Petitioner") having offices at 701 Western Avenue, Glendale, California 91201, is the owner of the property located at 133 Second Street, Jersey City, (formerly known as 124-142 First Street) and designated as Block 11503, Lot 1 on the current tax maps of the City of Jersey City (the "Property"); and

**WHEREAS**, the Property contains an existing seven (7) story building measuring approximately 361,368 square feet in gross floor area, which is proposed to be rehabilitated for self-storage and accessory uses related thereto along with first floor commercial space ("Project"); and

**WHEREAS**, the Property and structures located thereon have been designated a Local Historic Landmark; and the Petitioner has submitted an application to the Historic Preservation Commission of the City of Jersey City for review of the Project in accordance with N.J.S.A. 40:55D-110; and

**WHEREAS**, the Petitioner has also submitted an application for preliminary and final site plan approval with deviations to the Planning Board of the City of Jersey for approval of the Project; and

**WHEREAS**, in connection with the Project, the Petitioner proposes to rehabilitate and construct several new improvements in portions of the public right-of-way areas, known as First Street, Second Street, Provost Street and Warren Street, which are adjacent to the Property (collectively referred to as the "Right-of-Way Improvements"); and

**WHEREAS**, The Right-of-Way Improvements include, repair to the building façade and loading docks, repair of existing stairways, construction of handicap-accessible ramps, construction of new sidewalks, and the removal and replacement of existing building canopies; and

**WHEREAS**, the areas of the proposed Right-of-Way Improvements are particularly depicted and described on the exhibits attached hereto and made a part hereof as follows (collectively referred to as the "Franchise Area"):

- a. Exhibit A-1: Building Encroachment Survey, entitled "Franchise Ordinance Schedule 'A' for Building Encroachment", prepared by Dresdner Robin, dated August 29, 2014 and last revised December 15, 2015, consisting of one sheet.
- b. Exhibit A-2: Metes and Bounds Description of Building Encroachment, entitled "Deed Description Building Encroachment Franchise Ordinance for Block 11503, Lot 1 City of Jersey City, Hudson County, New Jersey", prepared by Dresdner Robin, and dated December 15, 2015.
- c. Exhibit B-1: Raised Walkway, Stairs, Awning and Ramps Survey for Provost and First Streets, entitled "Franchise Ordinance Schedule 'B' for Raised Walkway, Stairs, Awning & Ramps", prepared by Dresdner Robin, dated August 29, 2014 and last revised December 15, 2015, consisting of one sheet.

- d. Exhibit B-2: Metes and Bounds Description of Raised Walkway, Stairs, Awning and Ramps for Provost and First Streets, entitled "Deed Description Raised Walkway, Stairs, Awning & Ramps Franchise Ordinance for Block 11503, Lot 1 City of Jersey City, Hudson County, New Jersey, prepared by Dresdner Robin, and dated December 15, 2015.
- e. Exhibit C-1: Raised Walkway, Stairs, Awning and Ramps Survey for Second and Warren Streets, entitled "Franchise Ordinance Schedule 'C' for Raised Walkway, Stairs, Awning & Ramps, prepared by Dresdner Robin, dated August 29, 2014 and last revised December 15, 2015, consisting of one sheet.
- f. Exhibit C-2: Metes and Bounds Description of Raised Walkway, Stairs, Awning and Ramps for Second and Warren Streets, entitled "Deed Description Raised Walkway, Stairs, Awning & Ramps Franchise Ordinance for Block 11503, Lot 1 City of Jersey City, Hudson County, New Jersey", prepared by Dresdner Robin, and dated December 15, 2015.

**WHEREAS**, the Right-of-Way Improvements will allow for more efficient pedestrian walkways; and

**WHEREAS**, the Petitioner is required to file the Petition for a Franchise Ordinance to make any private improvements within the public right-of-way; and

**WHEREAS**, after due notice was given in accordance with law, a public hearing was held on the Petition filed by PS First Hudson Urban Renewal, LLC, to grant permission to construct private improvements within the public right-of-way for the following purposes:

- 1. The Right-of-Way Improvements will include repair to the building façade and loading docks, repair of existing stairways, construction of handicap-accessible ramps, construction of new sidewalks, and the removal and replacement of existing building canopies within a portion of the First Street, Second Street, Provost Street, and Warren Street public right-of-ways, respectively.
- 2. There will be sufficient area in the right-of-way for typical pedestrian use.
- 3. All costs associated with these improvements will be incurred by the Petitioner, and there being no objections thereto.

**WHEREAS**, the Jersey City Zoning Officer and the Building Department can approve the construction of the Right-of-Way Improvements at the Property conditioned upon the Petitioner being granted a Franchise Ordinance by the City Council of the City of Jersey City; and

**WHEREAS**, a Franchise Ordinance is required to permit the construction of the Right-of-Way Improvements within the public right-of-ways; and

**WHEREAS**, by reason of the character of the development of the area within which the Property is situated, and the use of the right-of-way by the public, the Right-of-Way Improvements will enhance the aesthetic character of the Property and greatly benefit Jersey City and the surrounding neighborhood; and

**WHEREAS**, the public interest will be served by the Right-of-Way Improvements, which will be of great benefit to the citizens of Jersey City and Hudson County, and the rights of the public will not be injuriously or adversely affected by the requested relief;

**NOW, THEREFORE BY IT ORDAINED** the City Council of the City of Jersey City that:

**SECTION 1:** Permission is hereby granted to Petitioner, its successors and assigns, to rehabilitate and complete private improvements on the Property and portions of lands located within the public rights of way adjacent thereto, said areas more particularly depicted and described on Exhibits A-1 and A-2; B-1 and B-2; and C-1 and C-2 attached hereto and made a part hereof.

1. The Right-of-Way Improvements include repair to the building façade and loading docks, repair of the existing stairways, construction of handicap-accessible ramps, construction of new sidewalks, and the removal and replacement of the existing building canopies that will be located within portions of the First Street, Second Street, Provost Street, and Warren Street public right-of-way.
2. There will remain sufficient area in the right-of-way for typical pedestrian use.
3. The Right-of-Way Improvements will be constructed consistent with the development approvals received and/or plans approved by the Building Department.
4. All costs associated with the Right-of-Way Improvements will be incurred by the Petitioner.
5. The Right-of-Way Improvements are necessary for the rehabilitation of the existing building and structures located on the Property and will greatly benefit the Property as well as the surrounding neighborhood.

**SECTION 2:** All the work herein authorized shall be done under the supervision of the proper department or departments of the City of Jersey City. Further, all the work herein authorized shall comply with any State of New Jersey Uniform Construction Code requirements. The construction plans shall be submitted to the City Engineer for his review and comments prior to the start of construction.

**SECTION 3:** This Ordinance shall remain in full force and effect for a period of ninety-nine (99) years. This Ordinance shall take effect upon final passage and publication according to law. In the event that the Municipal Council determines that this Ordinance must be canceled in whole or in part because of a public purpose, the City reserves the right to cancel this Ordinance or any part thereof by given written notice to the Petitioner one year prior to the date of cancellation.

**SECTION 4:** Only, with prior written consent and approval by the City Council of the City of Jersey City, which consent and approval shall not be unreasonably withheld, shall Petitioner have the right to transfer its rights under this Franchise Ordinance.

**SECTION 5:** In accepting the privileges under this Ordinance and in the maintenance and the use herein authorized, Petitioner, its successors and assigns shall agree to assume full, complete, and undivided responsibility for any and all injury and damages to persons or property by reason of such maintenance and use and to indemnify and hold the City of Jersey City harmless from any injury or damage to persons or property by reason of such maintenance and use (except such injury or damage which is caused by the negligence or misconduct of the City or its officers, employees or agents) for the term of the Ordinance.

- a) Petitioner, its successor and assigns, shall maintain in effect, during the term of this franchise, liability insurance naming the City of Jersey City, its officers and employees as additional insured, covering the use and occupancy of the public property subject to this franchise. A certificate of insurance, in the amount of Two Million Dollars (\$2,000,000.00) or in such amount and type as the City's Risk Manager may deem reasonable shall be delivered to the Risk Manager before use or occupancy of the premises subject to this Franchise Ordinance. Insurance limits shall be reviewed annually by the City's Risk Manager to determine if they need to be increased.

**SECTION 6:** The Petitioner shall maintain all improvements installed by it for the entire term of the franchise at no cost to the City of Jersey City.

**SECTION 7:** The costs and expenses incidental to the introduction, passage and publication of this Ordinance shall be paid by the Petitioner.

**SECTION 8:** The Ordinance shall not become effective unless an acceptance hereof in writing is filed by the Petitioner with the City Clerk.

**SECTION 9:** In the event that the Petitioner shall not file with the City Clerk, their acceptance, in writing, of the provisions of this Ordinance within thirty (30) days after receiving notice of its passage, this Ordinance shall become void and be of no effect.

**SECTION 10:** For the franchise herein granted, the Petitioner shall pay annually to the City of Jersey City the sum of ONE DOLLAR (\$1.00), which payment shall be made in advance to the City Finance Director, at his/her office in City Hall, on the first day of January in each year after this Ordinance becomes effective and remains in force.

**SECTION 11:** This Franchise Ordinance shall be subject to the following conditions:

- a) An easement upon the portion of the Property subject to this Franchise Ordinance is hereby reserved for the benefit of the City of Jersey City and all public utility companies for the purpose of operating, maintaining, inspecting, protecting, repairing, replacing or reconstructing any existing water, sewer or utility lines together with the right of ingress and egress at all times for such purposes and all other purposes in connection with or in any way relating to the City of Jersey City's or public utility companies' use or operation of water, sewer or utility lines.
- b) No building or structure of any kind may be constructed over water or sewer utilities within the area subject to this franchise without the consent of the Engineer of the City of Jersey City.

**SECTION 12:** All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed, including Ordinance 15-044.

- a. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- b. This Ordinance shall take effect at the same time and in the manner provided by law.
- c. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repeal of the existing provisions.
- d. In the event any provision, section, sentence, clause, or part of this Ordinance is held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of the Ordinance, it being the intent of the City Council that such remainder shall be and shall remain in effect.

APPROVED AS TO LEGAL FORM

James Monahan  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Certification Required ☐

Not Required ☒

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.024  
TITLE: 3.K JAN 27 2016 4.K

**FEB 10 2016**

A Franchise Ordinance of the City Council of the City of Jersey City granting permission to PS First Hudson Urban Renewal, LLC, its successors and assigns, to make improvements in the First Street, Second Street, Provost Street and Warren Street right of way adjacent to the property located at 133 Second Street and designated as Block 11503, Lot 1 on the tax map of the City of Jersey City, New Jersey.

RECORD OF COUNCIL VOTE ON INTRODUCTION <b>JAN 27 2016 9-0</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <b>FEB 10 2016 9-0</b>											
Councilperson <u>WATTERMAN</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

## SPEAKERS:

JAYSON BURG  
JENNIFER BOFFA

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE <b>FEB 10 2016 7-2</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **JAN 27 2016**  
Adopted on second and final reading after hearing on **FEB 10 2016**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **FEB 10 2016**

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date **FEB 10 2016**

APPROVED:

Steven M. Fulop, Mayor

Date **FEB 11 2016**

Date to Mayor **FEB 11 2016**